



XFX Wallpaper Design Contest

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE OR IMPROVE YOUR CHANCE OF WINNING.

The Contest begins at 12:00am Pacific Time ("PT") on February 24, 2009 and ends at 11:59PM PT on March 20th, 2009 ("Contest Period"). The Contest is subject to these Official Rules (the "Official Rules"), and by entering, entrant agrees to be bound by them.

ELIGIBILITY: Void where prohibited by law. The contest is open only to legal residents of North America. Employees, directors and officers of Sponsor, its licensors and prize providers, and each of their promotion agencies and other parties involved in the implementation and execution of the Contest and their respective parent companies, subsidiaries and affiliates, as well as members of such employees, directors and officers' immediate families (spouses, children, siblings, parents) or households (whether or not related), are not eligible to participate in the contest.

CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE, TAMPER WITH THE ENTRY PROCESS, OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW.

WINNER SELECTION:

Winners will be judged by an XFX panel. If the winner does not provide valid contact information/delivery address, an alternate winner may be selected at Sponsor's sole discretion.

GENERAL CONDITIONS AND RELEASES: An entrant or winner may be disqualified from the contest if he or she fails to comply with each provision of these official rules, as determined in the sole discretion of SPONSOR. In the event of a dispute regarding the identity of the person submitting the entry, the entry will be deemed to be submitted by the person whose name is registered to the e-mail account, and should the person not be able to prove his/her identity against the registered name the entrant will be rejected and result in the disqualification of the entrant from the contest. Winners will be responsible for all taxes (including but not limited to federal, state, local and/or income) on the prize. All prizes offered are being provided "as is" with no warranty or guarantee by SPONSOR, either express or implied. Any and all warranties and/or guarantees on a prize (if any) are subject to the respective manufacturer's terms therefore, and winner agrees to look solely to such manufacturer(s) for any such warranty and/or guarantee. No transfer, substitution, upgrade, credit, refund or cash equivalent for prizes is allowed except at SPONSOR's sole discretion. SPONSOR reserves the right, in SPONSOR's sole and absolute discretion, to substitute a prize or prize component of equal or greater value if a prize cannot be awarded as described for any reason. Any prize returned as undeliverable will result in disqualification and an alternate winner will be selected. Failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If for any reason the contest is not capable of being executed as planned, or infection by computer virus, bugs, tampering, unauthorized intervention, fraud, action of Entrants, technical failures or any other causes which in the opinion of Sponsor, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this contest, Sponsor reserves the right at its sole discretion to disqualify any suspect Entry or Entrant and/or to cancel,

terminate, modify or suspend the contest In the event of any cancellation, termination or suspension, notice thereof will be posted at www.xfxforce.com. If the Sponsor decides to reconvene the contest after a suspension, the determination of the prize winner will be made, from among all eligible, non-suspect Entries received as of the date of the suspension, as Sponsor determines in its sole discretion. Entries not complying with all rules are subject to disqualification. By participating, an entrant (if deemed a minor in the jurisdiction he/she resides, his/her parent and/or legal guardian) agrees to forever and irrevocably release Contest Entities, and each of their respective directors, officers, agents, employees, shareholders, affiliates, successors and assigns ("Released Parties"), from any and all liability, claims, lawsuits, causes of action, proceedings, demands, judgments, expenses, costs, injuries, death, losses or damages of any kind caused by the contest and any element or activity thereof, Entrant's participation, entry or inability to participate or enter the Contest, the unauthorized or illegal access to personally identifiable or sensitive information collected by Sponsor, the acceptance, possession, use, redemption of, delivery of, inability to use, defect in, or misuse of the prize, SPONSOR's administration of the Contest, the lost, damaged, misdirected, or late delivery of the prize, the collection, sharing and/or use of the entrant's personally identifiable information by Sponsor or its designees and any violation of any publicity, privacy, property or proprietary rights of entrant, or any errors in the Official Rules or any promotional materials with respect to the Contest. Released Parties shall not be liable for 1) failed, returned or misdirected notifications based on inaccurate information provided by the winner on the contest entry form, 2) Entries and responses to winner notifications which are lost, late, incomplete, illegible, unintelligible, postage-due, misdirected, damaged or otherwise not received by the intended recipient in whole or in part or for computer or technical error of any kind, 3) any electronic miscommunications or failures, technical hardware or software failures of any kind, lost or unavailable network connections, or failed incomplete, garbled or delayed computer transmissions which may limit an entrant's ability to participate in the Contest, 4) any technical malfunctions of the telephone network, computer on-line system, computer equipment, software, program malfunctions or other failures, delayed computer transactions or network connections that are human, mechanical or technical in nature, or any combination thereof, including any injury or damage to entrant's or any other person's computer related to or resulting from downloading any part of this Contest or 5) any warranty of fitness or merchantability of any prize or the function or operation thereof, which shall be the sole responsibility of the manufacturer of the prize. Unless prohibited by applicable law, entry constitutes permission to use an entrant's name, photograph, likeness, voice, address (city and state) and testimonials throughout the universe, in all media, in perpetuity, in any manner SPONSOR deems appropriate for publicity purposes without any further compensation to such entrant.

DISPUTES: Entrants (but if deemed a minor in the jurisdiction in which he or she resides, their parents and legal guardians), agree that (a) any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in San Bernardino County, California, U.S.A.; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest but in no event attorneys' fees; and (c) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to, claim punitive, incidental and consequential damages and any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

AGREEMENT TO THE OFFICIAL RULES: By participating in the Contest, each Entrant (or if the Entrant is not of the age of majority in his/her state of residence, his/her parent or legal guardian) fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsors and the Administrator, which are final and binding in all matters related to the Contest. Winning any prize is contingent upon fulfilling all requirements set forth herein.